

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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RAHELAMMA ABRAHAM

*Plaintiff*

CIVIL ACTION NO.

vs.

UNUM LIFE INSURANCE COMPANY OF  
AMERICA

*Defendant*

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**CIVIL ACTION COMPLAINT**

**I. PARTIES**

1. Plaintiff, Rahelamma Abraham, is an adult individual and citizen of the State of Pennsylvania, residing therein at 99 Rice Drive, Morrisville, PA 19067.

2. Defendant, Unum Life Insurance Company of America, is a fictitious name for a business entity, believed to be a corporation, duly organized and existing under the laws of the State of Delaware, with corporate headquarters and a principal place of business located at 1 Fountain Square, Chattanooga, TN 37402.

3. At all times material herein, the Defendant acted by and through its agents, servants, employees, workmen and/or other representatives, who were, in turn, acting within the course and scope of their employment, agency and/or service for the same and under the direct control of the Defendant.

**II. JURISDICTION AND VENUE**

4. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. § 1331 by virtue of the fact that this case arises under the laws of the United States -- namely, the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. 1001, *et seq.*

5. The amount in controversy in this action is in excess of One Hundred and Fifty Thousand Dollars (\$150,000.00), exclusive of interest and costs.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because a substantial part of the events and/or omissions giving rise to Plaintiff's claims occurred within the district and because the Defendant is subject to personal jurisdiction in this district.

### **III. STATEMENT OF CLAIMS**

7. Plaintiff, Rahelamma Abraham, is a former employee of Aria Health.

8. Ms. Abraham was covered by an insurance plan, including long term disability benefits, issued by Defendant to Plaintiff's employer.

9. In 2014, Ms. Abraham suffered from Wet Age-Related Macular Degeneration of her right eye.

10. As the result of her symptoms, Plaintiff last worked at Aria Health as a Registered Nurse at Aria Health on or about February 1, 2014.

11. Plaintiff received short term disability benefits from February 3, 2014 through July 31<sup>st</sup> 2014.

12. Plaintiff received long term disability benefits from August 1, 2014 through November 1, 2016.

13. Despite her inability to work, on November 30 2016, Plaintiff received a letter from Defendant denying her claim for long term disability benefits.

14. Despite her inability to work, Defendant prematurely terminated Plaintiff's long term disability benefits on November 1, 2016 as the result of an alleged lack of medical evidence to support a functional impairment precluding Plaintiff from performing the duties of any gainful occupation for which she is reasonably fitted by education, training or experience.

15. Plaintiff promptly appealed the Defendant's decision to deny her long term disability benefits.

16. On October 17, 2017 Defendant forwarded a letter to Plaintiff notifying her that it upheld its decision to deny long term disability benefits.

17. Defendant denied Plaintiff long term disability benefits despite the opinion of Dr. Sivalingam, M.D., Plaintiff's ophthalmologist, on May 2, 2014 that Plaintiff is unable to work due to decreased vision. Dr. Sivalingam further opined on September 19, 2016 that the Plaintiff should not return full-time to work due to decreased depth perception, blurred vision, vision distortion with computers and reading and floaters, all in the right eye. Dr. Sivalingam determined that Plaintiff's limitations are permanent, and that she is unable to work.

18. Since November 1, 2016, Defendant has failed and refused to provide Plaintiff with the long term disability benefits to which she is legally entitled despite the fact that Plaintiff remains disabled from working.

**COUNT I  
VIOLATION OF ERISA  
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19. Plaintiff hereby incorporates by reference paragraphs one (1) through eighteen (18) of the within Complaint as though the same were fully set forth at length herein.

20. Plaintiff's current and anticipated disability has continuously and persistently prevented her from performing the material and substantial duties of her occupation with Aria Health from on or about February 1, 2014 until the present.

21. Because of the aforesaid disability, Plaintiff has a right to benefits under Defendant's aforementioned long term disability policy, and, to date, the Defendant has failed and

refused to provide long term disability benefits to Plaintiff from November 1, 2016 through the present.

22. By denying benefits under the aforementioned policy, the Defendant breached Plaintiff's rights under the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. 1001, *et seq.*

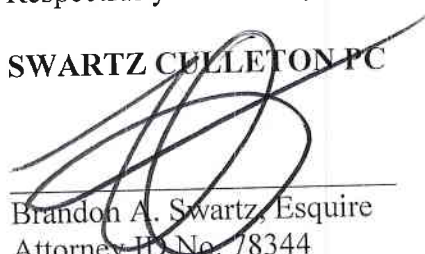
23. As a result of the Defendant's aforesaid ERISA violations, Plaintiff is entitled to monetary damages.

WHEREFORE, Plaintiff, Rahelamma Abraham, demands judgment against the Defendant, Unum Life Insurance Company of America, and requests that this Honorable Court award her compensatory damages in an amount in excess of One Hundred Fifty Thousand Dollars (\$150,000.00), plus interest and costs.

Respectfully submitted,

**SWARTZ CULLETON PC**

By:



Brandon A. Swartz, Esquire  
Attorney ID No. 78344  
Larissa K. Staszkiw, Esquire  
Attorney ID No. 318362  
547 E. Washington Ave.  
Newtown, PA 18940  
T: (215) 550-6553  
F: (215) 550-6557

Attorneys for Plaintiff,  
Rahelamma Abraham

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